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Attorneys for Plaintiff  
UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

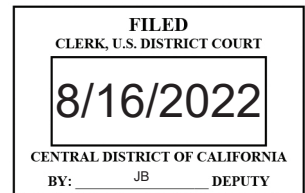
v.

MATEUS PINA MENDES,

Defendant.

No. CR 2:22-cr-00371-PA

PLEA AGREEMENT FOR DEFENDANT  
MATEUS PINA MENDES



1. This constitutes the plea agreement between MATEUS PINA MENDES ("defendant") and the United States Attorney's Office for the Central District of California ("USAO") and the United States Department of Justice, Criminal Division, Fraud Section ("Fraud

1 Section"), in the investigation of fraudulent applications for loans  
2 under the Paycheck Protection Program and the Economic Injury  
3 Disaster Loan program. This agreement is limited to the USAO and the  
4 Fraud Section (together referred to herein as the "Government") and  
5 cannot bind any other federal, state, local, or foreign prosecuting,  
6 enforcement, administrative, or regulatory authorities.

7 DEFENDANT'S OBLIGATIONS

8 2. Defendant agrees to:

9 a. Give up the right to indictment by a grand jury and,  
10 at the earliest opportunity requested by the Government and provided  
11 by the Court, appear and plead guilty to a single-count information  
12 in the form attached to this agreement as Exhibit A or a  
13 substantially similar form, which charges defendant with Wire Fraud  
14 in violation of 18 U.S.C. § 1343.

15 b. Not contest facts agreed to in this agreement.

16 c. Abide by all agreements regarding sentencing contained  
17 in this agreement.

18 d. Appear for all court appearances, surrender as ordered  
19 for service of sentence, obey all conditions of any bond, and obey  
20 any other ongoing court order in this matter.

21 e. Agree that all court appearances, including his change  
22 of plea hearing and sentencing hearing, may proceed by video-  
23 teleconference ("VTC") or telephone, if VTC is not reasonably  
24 available, so long as such appearances are authorized by Orders of  
25 the Chief Judge Nos. 20-043, 20-186, 22-096 or another order, rule,  
26 or statute. Defendant understands that, under the United States  
27 Constitution, the United States Code, and the Federal Rules of  
28 Criminal Procedure (including Rules 11, 32, and 43), he may have the

1 right to be physically present at these hearings. Defendant  
2 understands that right and, after consulting with counsel,  
3 voluntarily agrees to waive it and to proceed remotely. Defense  
4 counsel also joins in this consent, agreement, and waiver.  
5 Specifically, this agreement includes, but is not limited to, the  
6 following:

7 i. Defendant consents under Federal Rules of  
8 Criminal Procedure 5(f) and 10(c) and Section 15002(b) of the CARES  
9 Act to proceed with his initial appearance and arraignment by VTC or  
10 telephone, if VTC is not reasonably available.

11 ii. Defendant consents under Section 15002(b) of the  
12 CARES Act to proceed with his waiver of indictment, under Federal  
13 Rule of Criminal Procedure 7(b), by VTC or telephone, if VTC is not  
14 reasonably available.

15 iii. Defendant consents under Section 15002(b) of the  
16 CARES Act to proceed with his change of plea hearing by VTC or  
17 telephone, if VTC is not reasonably available.

18 iv. Defendant consents under Section 15002(b) of the  
19 CARES Act to proceed with his sentencing hearing by VTC or telephone,  
20 if VTC is not reasonably available.

21 v. Defendant consents under 18 U.S.C. § 3148 and  
22 Section 15002(b) of the CARES Act to proceed with any hearing  
23 regarding alleged violations of conditions of pretrial release by VTC  
24 or telephone, if VTC is not reasonably available.

25 f. Not commit any crime or any act constituting  
26 obstruction of justice; however, offenses that would be excluded for  
27 sentencing purposes under United States Sentencing Guidelines  
28

1 ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not within the  
2 scope of this agreement.

3 g. Be truthful at all times with the United States  
4 Probation and Pretrial Services Office and the Court.

5 h. Pay the applicable special assessment at or before the  
6 time of sentencing unless defendant has demonstrated a lack of  
7 ability to pay such assessments.

8 THE GOVERNMENT'S OBLIGATIONS

9 3. The Government agrees to:

10 a. Not contest facts agreed to in this agreement.

11 b. Abide by all agreements regarding sentencing contained  
12 in this agreement.

13 c. At the time of sentencing, provided that defendant  
14 demonstrates an acceptance of responsibility for the offense up to  
15 and including the time of sentencing, recommend a two-level reduction  
16 in the applicable Sentencing Guidelines offense level, pursuant to  
17 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
18 additional one-level reduction if available under that section.

19 d. Recommend that defendant be sentenced to a term of  
20 imprisonment no higher than the low end of the applicable Sentencing  
21 Guidelines range, provided that the offense level used by the Court  
22 to determine that range is 16 or higher and provided that the Court  
23 does not depart downward in offense level or criminal history  
24 category. For purposes of this agreement, the low end of the  
25 Sentencing Guidelines range is that defined by the Sentencing Table  
26 in U.S.S.G. Chapter 5, Part A, without regard to reductions in the  
27 term of imprisonment that may be permissible through the substitution  
28

1 of community confinement or home detention as a result of the offense  
2 level falling within Zone B or Zone C of the Sentencing Table.

3 NATURE OF THE OFFENSE

4 4. Defendant understands that for defendant to be guilty of  
5 the crime charged in the single-count information, that is,  
6 committing wire fraud, in violation of 18 U.S.C. § 1343, the  
7 following must be true: (1) defendant knowingly participated in a  
8 scheme or plan to defraud, or a scheme or plan for obtaining money or  
9 property by means of false or fraudulent pretenses, representations,  
10 promises, or omitted facts. Deceitful statements or half-truths may  
11 constitute false or fraudulent representations; (2) the statements  
12 made or facts omitted as part of the scheme were material, that is,  
13 they had a natural tendency to influence, or were capable of  
14 influencing, a person to part with money or property; (3) defendant  
15 acted with the intent to defraud, that is, the intent to deceive and  
16 cheat; and (4) defendant used, or caused to be used, an interstate  
17 wire communication to carry out or attempt to carry out an essential  
18 part of the scheme.

19 PENALTIES AND RESTITUTION

20 5. Defendant understands that the statutory maximum sentence  
21 that the Court can impose for a violation of Title 18, United States  
22 Code, Section 1343, is: 20 years' imprisonment; a three-year period  
23 of supervised release; a fine of \$250,000 or twice the gross gain or  
24 gross loss resulting from the offense, whichever is greatest; and a  
25 mandatory special assessment of \$100.

26 6. Defendant understands that defendant will be required to  
27 pay full restitution to the victims of the offense to which defendant  
28 is pleading guilty. Defendant agrees that, in return for the

1 Government's compliance with its obligations under this agreement,  
2 the Court may order restitution to persons other than the victims of  
3 the offense to which defendant is pleading guilty and in amounts  
4 greater than those alleged in the count to which defendant is  
5 pleading guilty. In particular, defendant agrees that the Court may  
6 order restitution to any victim for any losses suffered by that  
7 victim as a result of any relevant conduct, as defined in U.S.S.G.  
8 § 1B1.3, in connection with the offense to which defendant is  
9 pleading guilty. The parties currently believe that the applicable  
10 amount of restitution is approximately \$143,283.67, but recognize and  
11 agree that this amount could change based on facts that come to the  
12 attention of the parties prior to sentencing.

13 7. Defendant understands that supervised release is a period  
14 of time following imprisonment during which defendant will be subject  
15 to various restrictions and requirements. Defendant understands that  
16 if defendant violates one or more of the conditions of any supervised  
17 release imposed, defendant may be returned to prison for all or part  
18 of the term of supervised release authorized by statute for the  
19 offense that resulted in the term of supervised release, which could  
20 result in defendant serving a total term of imprisonment greater than  
21 the statutory maximum stated above.

22 8. Defendant understands that, by pleading guilty, defendant  
23 may be giving up valuable government benefits and valuable civic  
24 rights, such as the right to vote, the right to possess a firearm,  
25 the right to hold office, and the right to serve on a jury.  
26 Defendant understands that he is pleading guilty to a felony and that  
27 it is a federal crime for a convicted felon to possess a firearm or  
28 ammunition. Defendant understands that the conviction in this case

1 may also subject defendant to various other collateral consequences,  
2 including but not limited to revocation of probation, parole, or  
3 supervised release in another case and suspension or revocation of a  
4 professional license. Defendant understands that unanticipated  
5 collateral consequences will not serve as grounds to withdraw  
6 defendant's guilty plea.

7 9. Defendant and his counsel have discussed the fact that, and  
8 defendant understands that, if defendant is not a United States  
9 citizen, the conviction in this case make it practically inevitable  
10 and a virtual certainty that defendant will be removed or deported  
11 from the United States. Defendant may also be denied United States  
12 citizenship and admission to the United States in the future.  
13 Defendant understands that while there may be arguments that  
14 defendant can raise in immigration proceedings to avoid or delay  
15 removal, removal is presumptively mandatory and a virtual certainty  
16 in this case. Defendant further understands that removal and  
17 immigration consequences are the subject of a separate proceeding and  
18 that no one, including his attorney or the Court, can predict to an  
19 absolute certainty the effect of his conviction on his immigration  
20 status. Defendant nevertheless affirms that he wants to plead guilty  
21 regardless of any immigration consequences that his plea may entail,  
22 even if the consequence is automatic removal from the United States.

23 FACTUAL BASIS

24 10. Defendant admits that defendant is, in fact, guilty of the  
25 offense to which defendant is agreeing to plead guilty. Defendant  
26 and the Government agree to the statement of facts provided below and  
27 agree that this statement of facts is sufficient to support a plea of  
28 guilty to the charge described in this agreement and to establish the

1 Sentencing Guidelines factors set forth in paragraph 12 below but is  
2 not meant to be a complete recitation of all facts relevant to the  
3 underlying criminal conduct or all facts known to either party that  
4 relate to that conduct.

5 Beginning in or about May 2020 and continuing through in or  
6 about March 2021, in Los Angeles County, within the Central District  
7 of California, and elsewhere, defendant knowingly and with intent to  
8 defraud, devised, participated in, executed, and attempted to execute  
9 a scheme to defraud the SBA and SBA-approved lenders by means of  
10 material false and fraudulent pretenses, representations, and  
11 promises by fraudulently obtaining federal disaster relief funds  
12 distributed through the Paycheck Protection Program ("PPP") and  
13 Economic Injury Disaster Loan ("EIDL") program, and fraudulently  
14 using those funds.

15 Defendant claimed to be the owner of Multi One Media, Made in  
16 One, Corner the Market, and Wakeover, which were businesses located  
17 in Beverly Hills, California, but were not registered nor had any  
18 operations or employees. Defendant was also the owner of CuratedHigh  
19 LLC, a company registered in Wyoming with a registered business  
20 address in Beverly Hills, California. At no time in 2019, 2020, or  
21 2021 did any of these businesses pay payroll taxes to any state in  
22 the United States or to the federal government, nor did they incur  
23 payroll expenses or operating expenses. Defendant did not file any  
24 taxes or tax forms on behalf of Multi One Media, Made in One, Corner  
25 the Market, Wakeover, or CuratedHigh LLC in 2019, 2020, or 2021.  
26 Defendant controlled a personal checking account in his own name,  
27 maintained at Wells Fargo Bank ending in 3113 (the "Wells Fargo 3113  
28



1 account"), and used that account to receive fraudulent PPP and EIDL  
2 proceeds.

3 On or about July 7, 2020, defendant submitted a PPP application  
4 on behalf of the business, "Multi One Media," to Company 1, a New  
5 York-based PPP lender, (the "Company 1 One Media Application").  
6 Through the Company 1 Multi One Media Application, defendant sought  
7 \$20,575 in PPP funds. The requested amount was based on defendant's  
8 knowingly false and fraudulent statement that Multi One Media had an  
9 average monthly payroll of \$8,230 for one employee, and defendant's  
10 submission of a false and fraudulent 2019 Internal Revenue Service  
11 ("IRS") Schedule C showing \$114,930.69 in gross receipts or sales.  
12 The Company 1 Multi One Media Application also included a purported  
13 2019 1099-MISC form showing \$114,930.69 in nonemployee compensation  
14 paid from CuratedHigh LLC to "Mateus Mendes DBA Multi One Media."  
15 Defendant knew that these statements were false and fraudulent, that  
16 Multi One Media was not a real business, nor did it have any  
17 employees or payroll expenses, and had not filed any tax forms or  
18 paid any taxes in 2019. Defendant made these false and fraudulent  
19 statements knowing they were material, and in order to induce Company  
20 1 to approve the PPP loan and cause the PPP funds to be wired to his  
21 bank account.

22 Based on the information provided in the Company 1 Multi One  
23 Media Application, Company 1 approved and funded a PPP loan in the  
24 amount of \$20,500.00. On or about July 29, 2020, the PPP funds were  
25 disbursed and then deposited, via interstate wire, into Mateus  
26 Mendes' Wells Fargo account ending in 3113.

27 Defendant also knowingly submitted false and fraudulent  
28 information, including the existence of payroll expenses, the

creation and submission of false information in purported IRS tax forms, and the operational status of the businesses, in the PPP and EIDL applications described in the table below. Defendant made these false and fraudulent statements knowing they were material, and in order to induce the SBA, and the PPP lenders described in the table below, to approve the EIDL and PPP loans and cause the loan proceeds to be transferred via interstate wire to his bank account.

No.	Business Applicant	Applied Amount	Disbursed Loan Amount	Processor/Lender	Loan Type	Approx. Application Date
1	CuratedHigh LLC	\$1,000 advance; \$2,000 loan requested	\$1,000 advance; \$2,000 loan disbursed	SBA	EIDL	5/13/2020
2	CuratedHigh LLC	\$19,468.00	\$19,400.00	Company 2	PPP	6/19/2020
3	Mateus Mendes	\$19,467.00	\$19,467.00	Company 3/Company 4	PPP	6/18/2020
4	Multi One Media	\$20,575.00	\$20,500.00	Company 1	PPP	7/7/2020
5	Wakeover	\$20,350.00	\$20,300.00	Company 5 / Company 6	PPP	7/7/2020
6	Made in One	\$20,600.00	n/a	Company 5 / Company 6	PPP	7/31/2020
7	Corner the Market	\$19,741.67	\$19,741.67	Company 7	PPP	1/20/2021
8	Wakeover	\$20,300.00	\$20,300.00	Company 6	PPP	1/20/2021
9	Mateus Pina Mendes DBA Multi One Media	\$20,575.00	\$20,575.00	Company 1	PPP	Closing date 2/7/2021
10	Made in One	\$20,614.00	n/a	Company 8 / Company 6	PPP	3/9/2021

Furthermore, in each of the above PPP and EIDL applications submitted by defendant, defendant certified that, as the authorized representative of the businesses on whose behalf the applications

1 were submitted, defendant knew and understood the terms and rules of  
2 the PPP and EIDL programs, and that the funds were to be used by the  
3 recipient to only pay certain authorized business expenses. Instead  
4 of using the PPP and EIDL loan proceeds for their stated and  
5 authorized business purposes consistent with PPP and EIDL rules,  
6 however, defendant knowingly misappropriated and used the PPP and  
7 EIDL loan proceeds for his own personal benefit, including the  
8 purchase of cryptocurrency and gold coins.

9 Defendant admits and agrees that as a result of defendant's  
10 fraudulent conduct, defendant intended to obtain at least  
11 approximately \$184,690.67 and did obtain at least approximately  
12 \$143,283.67.

#### 13 SENTENCING FACTORS

14 11. Defendant understands that in determining defendant's  
15 sentence the Court is required to calculate the applicable Sentencing  
16 Guidelines range and to consider that range, possible departures  
17 under the Sentencing Guidelines, and the other sentencing factors set  
18 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
19 Sentencing Guidelines are advisory only, that defendant cannot have  
20 any expectation of receiving a sentence within the calculated  
21 Sentencing Guidelines range, and that after considering the  
22 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
23 be free to exercise its discretion to impose any sentence it finds  
24 appropriate up to the maximum set by statute for the crime of  
25 conviction.

26 12. Defendant and the Government agree to the following  
27 applicable Sentencing Guidelines factors:  
28

1 Base Offense Level: 7 U.S.S.G. §§ 2B1.1(a)(1)

2 Specific Offense  
3 Characteristics

4 Loss > \$150,000 < \$250,000 +10 U.S.S.G. § 2B1.1(b)(1)(F)

5 Acceptance of Responsibility: -3 U.S.S.G. § 3E1.1

6 The Government reserves the right to argue at sentencing that the  
7 sophisticated means enhancement pursuant to U.S.S.G. § 2B1.1(b)(10)  
8 also applies, and defendant reserves the right to argue against  
9 application of that enhancement. The Government will agree to a two-  
10 level downward adjustment for acceptance of responsibility (and, if  
11 applicable, move for an additional one-level downward adjustment  
12 under U.S.S.G. § 3E1.1(b)) only if the conditions set forth in  
13 paragraph 3 are met and if defendant has not committed, and refrains  
14 from committing, acts constituting obstruction of justice within the  
15 meaning of U.S.S.G. § 3C1.1, as discussed below. Subject to  
16 Paragraph 25, the defendant and the Government agree not to seek,  
17 argue, or suggest in any way, either orally or in writing, that any  
18 other specific offense characteristics, adjustments, or departures  
19 relating to the offense level be imposed. Defendant agrees, however,  
20 that if, after signing this agreement but prior to sentencing,  
21 defendant were to commit an act, or the Government were to discover a  
22 previously undiscovered act committed by defendant prior to signing  
23 this agreement, which act, in the judgment of the Government,  
24 constituted obstruction of justice within the meaning of U.S.S.G.  
25 § 3C1.1, the Government would be free to seek the enhancement set  
26 forth in that section and to argue that defendant is not entitled to  
27 a downward adjustment for acceptance of responsibility under U.S.S.G.  
28 § 3E1.1.

1           13. Defendant understands there is no agreement as to either  
2 civil or criminal forfeiture.

3           14. Defendant understands that there is no agreement as to  
4 defendant's criminal history or criminal history category.

5           15. Defendant and the Government reserve the right to argue for  
6 a sentence outside the sentencing range established by the Sentencing  
7 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),  
8 (a)(2), (a)(3), (a)(6), and (a)(7).

9                               WAIVER OF CONSTITUTIONAL RIGHTS

10          16. Defendant understands that by pleading guilty, defendant  
11 gives up the following rights:

12               a. The right to persist in a plea of not guilty.

13               b. The right to a speedy and public trial by jury.

14               c. The right to be represented by counsel -- and if  
15 necessary have the Court appoint counsel -- at trial. Defendant  
16 understands, however, that, defendant retains the right to be  
17 represented by counsel -- and if necessary have the Court appoint  
18 counsel -- at every other stage of the proceeding.

19               d. The right to be presumed innocent and to have the  
20 burden of proof placed on the government to prove defendant guilty  
21 beyond a reasonable doubt.

22               e. The right to confront and cross-examine witnesses  
23 against defendant.

24               f. The right to testify and to present evidence in  
25 opposition to the charges, including the right to compel the  
26 attendance of witnesses to testify.

1           g. The right not to be compelled to testify, and, if  
2 defendant chose not to testify or present evidence, to have that  
3 choice not be used against defendant.

4           h. Any and all rights to pursue any affirmative defenses,  
5 Fourth Amendment or Fifth Amendment claims, and other pretrial  
6 motions that have been filed or could be filed.

7                           WAIVER OF APPEAL OF CONVICTION

8           17. Defendant understands that, with the exception of an appeal  
9 based on a claim that defendant's guilty plea was involuntary, by  
10 pleading guilty defendant is waiving and giving up any right to  
11 appeal defendant's conviction on the offense to which defendant is  
12 pleading guilty. Defendant understands that this waiver includes,  
13 but is not limited to, arguments that the statute to which defendant  
14 is pleading guilty is unconstitutional, and any and all claims that  
15 the statement of facts provided herein is insufficient to support  
16 defendant's plea of guilty.

17                           LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

18           18. Defendant agrees that, provided the Court imposes a total  
19 term of imprisonment within or below the range corresponding to an  
20 offense level of 16 and the criminal history calculated by the Court,  
21 defendant gives up the right to appeal all of the following: (a) the  
22 procedures and calculations used to determine and impose any portion  
23 of the sentence; (b) the term of imprisonment imposed by the Court;  
24 (c) the fine imposed by the Court, provided it is within the  
25 statutory maximum; (d) to the extent permitted by law, the  
26 constitutionality or legality of defendant's sentence, provided it is  
27 within the statutory maximum; (e) the amount and terms of any  
28 restitution order, provided it requires payment of no more than

1 \$143,283.67; (f) the term of probation or supervised release imposed  
2 by the Court, provided it is within the statutory maximum; and  
3 (g) any of the following conditions of probation or supervised  
4 release imposed by the Court: the conditions set forth in Second  
5 Amended General Order 20-04 of this Court; the drug testing  
6 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the  
7 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

8 19. The Government agrees that, provided (a) all portions of  
9 the sentence are at or below the statutory maximum specified above  
10 and (b) the Court imposes a term of imprisonment within or above the  
11 range corresponding to an offense level of 16 and the criminal  
12 history calculated by the Court, the Government gives up its right to  
13 appeal any portion of the sentence, with the exception that the  
14 Government reserves the right to appeal the amount of restitution  
15 ordered if that amount is less than \$143,283.67.

16 20. Defendant also gives up any right to bring a post-  
17 conviction collateral attack on the conviction or sentence, including  
18 any order of restitution, except a post-conviction collateral attack  
19 based on a claim of ineffective assistance of counsel, a claim of  
20 newly discovered evidence, or an explicitly retroactive change in the  
21 applicable Sentencing Guidelines, sentencing statutes, or statutes of  
22 conviction. Defendant understands that this waiver includes, but is  
23 not limited to, arguments that the statutes to which defendant is  
24 pleading guilty are unconstitutional, and any and all claims that the  
25 statement of facts provided herein is insufficient to support  
26 defendant's plea of guilty.

1                   RESULT OF WITHDRAWAL OF GUILTY PLEA

2           21. Defendant agrees that if, after entering a guilty plea  
3 pursuant to this agreement, defendant seeks to withdraw and succeeds  
4 in withdrawing defendant's guilty plea on any basis other than a  
5 claim and finding that entry into this plea agreement was  
6 involuntary, then the Government will be relieved of all of its  
7 obligations under this agreement.

8                   EFFECTIVE DATE OF THIS AGREEMENT

9           22. This agreement is effective upon signature and execution of  
10 all required certifications by defendant, defendant's counsel, and  
11 the Government.

12                   BREACH OF AGREEMENT

13           23. Defendant agrees that if defendant, at any time after the  
14 effective date of this, knowingly violates or fails to perform any of  
15 defendant's obligations under this agreement ("a breach"), the  
16 Government may declare this agreement breached. All of defendant's  
17 obligations are material, a single breach of this agreement is  
18 sufficient for the Government to declare a breach, and defendant  
19 shall not be deemed to have cured a breach without the express  
20 agreement of the Government in writing. If the Government declares  
21 this agreement breached, and the Court finds such a breach to have  
22 occurred, then: (a) if defendant has previously entered a guilty plea  
23 pursuant to this agreement, defendant will not be able to withdraw  
24 the guilty plea, and (b) the Government will be relieved of all its  
25 obligations under this agreement.



COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES  
OFFICE NOT PARTIES

24. Defendant understands that the Court and the United States Probation and Pretrial Services Office are not parties to this agreement and need not accept any of the Government's sentencing recommendations or the parties' agreements to facts or sentencing factors.

25. Defendant understands that both defendant and the Government are free to: (a) supplement the facts by supplying relevant information to the United States Probation and Pretrial Services Office and the Court, (b) correct any and all factual misstatements relating to the Court's Sentencing Guidelines calculations and determination of sentence, and (c) argue on appeal and collateral review that the Court's Sentencing Guidelines calculations and the sentence it chooses to impose are not error, although each party agrees to maintain its view that the calculations in paragraph 12 are consistent with the facts of this case. While this paragraph permits both the Government and defendant to submit full and complete factual information to the United States Probation and Pretrial Services Office and the Court, even if that factual information may be viewed as inconsistent with the facts agreed to in this agreement, this paragraph does not affect defendant's and the Government's obligations not to contest the facts agreed to in this agreement.

26. Defendant understands that even if the Court ignores any sentencing recommendation, finds facts or reaches conclusions different from those agreed to, and/or imposes any sentence up to the maximum established by statute, defendant cannot, for that reason,

1 withdraw defendant's guilty plea, and defendant will remain bound to  
2 fulfill all defendant's obligations under this agreement. Defendant  
3 understands that no one -- not the prosecutor, defendant's attorney,  
4 or the Court -- can make a binding prediction or promise regarding  
5 the sentence defendant will receive, except that it will be within  
6 the statutory maximum.

7 NO ADDITIONAL AGREEMENTS

8 27. Defendant understands that, except as set forth herein,  
9 there are no promises, understandings, or agreements between the  
10 Government and defendant or defendant's attorney, and that no  
11 additional promise, understanding, or agreement may be entered into  
12 unless in a writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

28. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED


UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

STEPHANIE S. CHRISTENSEN  
Acting United States Attorney

  
SCOTT PAETTY  
Assistant United States Attorney

August 12, 2022  
Date

JENNIFER BILINKAS  
Trial Attorney, DOJ Fraud Section

  
MATEUS PINA MENDES  
Defendant

7 - 29 - 22

Date

/s/ Kate Morris  
KATE MORRIS  
Deputy Federal Public Defender  
Attorney for Defendant Mateus Pina  
Mendes

7/29/2022

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be

1 filed, of possible defenses that might be asserted either prior to or  
2 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),  
3 of relevant Sentencing Guidelines provisions, and of the consequences  
4 of entering into this agreement. No promises, inducements, or  
5 representations of any kind have been made to me other than those  
6 contained in this agreement. No one has threatened or forced me in  
7 any way to enter into this agreement. I am satisfied with the  
8 representation of my attorney in this matter, and I am pleading  
9 guilty because I am guilty of the charge and wish to take advantage  
10 of the promises set forth in this agreement, and not for any other  
11 reason.



7 - 29 - 22

14 MATEUS PINA MENDES  
15 Defendant

Date

16 CERTIFICATION OF DEFENDANT'S ATTORNEY

17 I am Mateus Pina Mendes' attorney. I have carefully and  
18 thoroughly discussed every part of this agreement with my client.  
19 Further, I have fully advised my client of his rights, of possible  
20 pretrial motions that might be filed, of possible defenses that might  
21 be asserted either prior to or at trial, of the sentencing factors  
22 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines  
23 provisions, and of the consequences of entering into this agreement.  
24 To my knowledge: no promises, inducements, or representations of any  
25 kind have been made to my client other than those contained in this  
26 agreement; no one has threatened or forced my client in any way to  
27 enter into this agreement; my client's decision to enter into this  
28 agreement is an informed and voluntary one; and the factual basis set

1 forth in this agreement is sufficient to support my client's entry of  
2 a guilty plea pursuant to this agreement.

3 /s/ Kate Morris

7/29/2022

4 KATE MORRIS  
Deputy Federal Public Defender  
5 Attorney for Defendant Mateus Pina  
6 Mendes

Date

**EXHIBIT A**

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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

MATEUS PINA MENDES,

Defendant.

CR No.

I N F O R M A T I O N

[18 U.S.C. § 1343: Wire Fraud; 18  
U.S.C. § 981(a)(1)(C), 28 U.S.C.  
§ 2461(c): Criminal Forfeiture]

The Acting United States Attorney charges:

[18 U.S.C. § 1343]

A. INTRODUCTORY ALLEGATIONS

At times relevant to this Information:

Defendant and the Relevant Entities

1. Defendant MATEUS PINA MENDES was a resident of Los Angeles, California.

2. Defendant MENDES claimed to be the owner of Multi One Media, a California company purportedly located in Beverly Hills, California.

3. Defendant MENDES claimed to be the owner of CuratedHigh, LLC, a company registered in Wyoming with a registered business address in Beverly Hills, California.

1           4. Defendant MENDES claimed to be the owner of Wakeover, a  
2 California company purportedly located in Beverly Hills, California.

3           5. Defendant MENDES claimed to be the owner of Corner the  
4 Market, a California company purportedly located in Beverly Hills,  
5 California.

6           6. Defendant MENDES claimed to be the owner of Made in One, a  
7 California company purportedly located in Los Angeles, California.

8           7. Defendant MENDES controlled a personal checking account in  
9 his own name, maintained at Wells Fargo Bank ending in 3113 (the  
10 "Wells Fargo 3113 Account").

11           The Paycheck Protection Program

12           8. The Coronavirus Aid, Relief, and Economic Security  
13 ("CARES") Act was a federal law enacted in or about March 2020 that  
14 was designed to provide emergency financial assistance to Americans  
15 suffering economic harm as a result of the COVID-19 pandemic. One  
16 form of assistance provided by the CARES Act was the authorization of  
17 United States taxpayer funds in forgivable loans to small businesses  
18 for job retention and certain other expenses, through a program  
19 referred to as the Paycheck Protection Program ("PPP").

20           9. In order to obtain a PPP loan, a qualifying business was  
21 required to submit a PPP loan application signed by an authorized  
22 representative of the business. The PPP loan application required  
23 the small business (through its authorized representative) to  
24 acknowledge the program rules and make certain affirmative  
25 certifications in order to be eligible to obtain the PPP loan. One  
26 such certification required the applicant to affirm that "[t]he [PPP  
27 loan] funds w[ould] be used to retain workers and maintain payroll or  
28 make mortgage interest payments, lease payments, and utility



1 payments." The applicant (through its authorized representative) was  
2 also required to acknowledge that "I understand that if the funds are  
3 used for unauthorized purposes, the federal government may pursue  
4 criminal fraud charges." In the PPP loan application, the applicant  
5 was required to state, among other things, its: (a) average monthly  
6 payroll expenses; and (b) number of employees. These figures were  
7 used to calculate the amount of money the small business was eligible  
8 to receive under the PPP. In addition, the applicant was required to  
9 provide documentation showing its payroll expenses.

10 10. A business's PPP loan application was received and  
11 processed, in the first instance, by a participating financial  
12 institution. If a PPP loan application was approved, the  
13 participating financial institution would fund the PPP loan using its  
14 own monies.

15 11. PPP loan proceeds were required to be used by the business  
16 on certain permissible expenses, namely, payroll costs, interest on  
17 mortgages, rent, and utilities. The PPP allowed the interest and  
18 principal on the PPP loan to be entirely forgiven if the business  
19 spent the loan proceeds on these expenses within a designated period  
20 of time and used at least a minimum amount of the PPP loan proceeds  
21 towards payroll expenses.

22 The Economic Injury Disaster Loan Program

23 12. The Economic Injury Disaster Loan Program ("EIDL") was a  
24 United States Small Business Administration ("SBA") program that  
25 provided low-interest financing to small businesses, renters, and  
26 homeowners in regions affected by declared disasters.

1           13. The CARES Act authorized the SBA to provide EIDL loans of  
2 up to \$2 million to eligible small businesses experiencing  
3 substantial financial disruption due to the COVID-19 pandemic.

4           14. To obtain an EIDL loan, a qualifying business was required  
5 to submit an application to the SBA and provide information about the  
6 business's operations, such as the number of employees, gross  
7 revenues for the 12-month period preceding the disaster, and cost of  
8 goods sold in the 12-month period preceding the disaster. In the  
9 case of EIDL loans for COVID-19 relief, the 12-month period was the  
10 12-month period from January 31, 2019, to January 31, 2020. The  
11 applicant was also required to certify that all of the information in  
12 the application was true and correct to the best of the applicant's  
13 knowledge.

14           15. EIDL loan applications were submitted directly to the SBA  
15 and processed by the agency with support from a government  
16 contractor. The amount of the loan, if the application was approved,  
17 was determined based, in part, on the information provided by the  
18 applicant about employment, revenue, and cost of goods sold. Any  
19 funds issued under an EIDL loan were issued directly by the SBA.

20           16. EIDL loan funds could be used for payroll expenses, sick  
21 leave, production costs, and business obligations, such as debts,  
22 rent, and mortgage payments. If the applicant also obtained a loan  
23 under the PPP, the EIDL loan funds could not be used for the same  
24 purpose as the PPP loan funds.

25           SBA-Approved PPP Service Providers and Lenders

26           17. Company 1 was a technology company located in New York  
27 City, New York and headquartered in Delaware that engaged in lending  
28 to small businesses. Company 1 participated in the SBA's PPP as an

1 SBA-approved PPP lender. Small businesses seeking PPP loans could  
2 apply to Company 1 for PPP loans. Company 1 would review the loan  
3 applications and, if the application was approved for funding,  
4 Company 1 would disburse the loan funds to the applicant.

5 B. SCHEME TO DEFRAUD

6 18. Beginning in or around May 2020 and continuing through in  
7 or around March 2021, in Los Angeles County, within the Central  
8 District of California, and elsewhere, defendant MENDES, knowingly  
9 and with intent to defraud, devised, participated in, and executed a  
10 scheme to defraud the SBA and SBA-approved lenders as to material  
11 matters, and to obtain money from the SBA and such lenders by means  
12 of materially false and fraudulent pretenses, representations, and  
13 promises.

14 19. The fraudulent scheme operated and was carried out, in  
15 substance, as follows:

16 a. Defendant MENDES made and caused to be made, false  
17 statements to the SBA, financial institutions, and other lenders in  
18 connection with the fraudulent applications for PPP and EIDL loans,  
19 including false representations regarding the number of employees to  
20 whom the companies had paid wages, the average monthly payroll, the  
21 gross receipts earned by the purported businesses, and false  
22 certifications that the loans would be used for permissible business  
23 purposes.

24 b. Defendant MENDES electronically submitted, and caused  
25 to be submitted, false and fictitious documents to the SBA and  
26 financial institutions in support of the fraudulent PPP and EIDL loan  
27 applications, including false tax documents.

1           c. In each of the PPP and EIDL applications submitted by  
2 defendant MENDES, he certified that, as the authorized representative  
3 of the businesses on whose behalf the applications were submitted, he  
4 knew and understood the terms and rules of the PPP and EIDL programs,  
5 and that the funds were to be used by the recipient to only pay  
6 certain authorized business expenses.

7           d. Defendant MENDES knowingly misappropriated and misused  
8 the PPP and EIDL loan proceeds for his own personal benefit,  
9 including for expenses prohibited under the requirements of the PPP  
10 and EIDL programs, such as the purchase of cryptocurrency and gold  
11 coins for personal use and investment.

12           e. From in or around May 2020 and continuing through in  
13 or around March 2021, in furtherance of his scheme, defendant MENDES  
14 submitted and caused to be submitted fraudulent PPP and EIDL loan  
15 applications seeking approximately \$184,690.67, and actually received  
16 \$143,283.67 in PPP and EIDL proceeds to which he was not entitled.

17 C. USE OF AN INTERSTATE WIRE

18           20. On or about July 29, 2020, in Los Angeles County, within  
19 the Central District of California, and elsewhere, for the purpose of  
20 executing the above-described scheme to defraud, namely, the  
21 misappropriation and misuse of the PPP loan proceeds fraudulently  
22 obtained for Multi One Media, defendant MENDES caused others to  
23 transmit, by means of wire communications in interstate commerce,  
24 approximately \$20,500 in PPP loan proceeds from Company 1 into the  
25 Wells Fargo 3113 Account.

FORFEITURE ALLEGATION

[18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c)]

1. Pursuant to Rule 32.2 of the Federal Rules of Criminal Procedure, notice is hereby given that the United States of America will seek forfeiture as part of any sentence, pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), in the event of the defendant MATEUS PINA MENDES's conviction of the offense set forth in the sole count of this Information.

2. Defendant MENDES, if so convicted, shall forfeit to the United States of America the following:

a. All right, title, and interest in any and all property, real or personal, constituting, or derived from, any proceeds traceable to the offense; and

b. To the extent such property is not available for forfeiture, a sum of money equal to the total value of the property described in subparagraph (a).

3. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), defendant MENDES, if so convicted, shall forfeit substitute property, up to the value of the property described in the preceding paragraph if, as the result of any act or omission of defendant MENDES, the property described in the preceding paragraph or any portion thereof (a) cannot be located upon the exercise of due diligence; (b) has been transferred, sold to, or deposited with a third party; (c) has been placed beyond the jurisdiction of the court; (d) has been

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1 substantially diminished in value; or (e) has been commingled with  
2 other property that cannot be divided without difficulty.

3 STEPHANIE S. CHRISTENSEN  
4 Acting United States Attorney

5 

6 SCOTT M. GARRINGER  
7 Assistant United States Attorney  
8 Chief, Criminal Division

9 RANEE A. KATZENSTEIN  
10 Assistant United States Attorney  
11 Chief, Major Frauds Section

12 LORINDA I. LARYEA  
13 Acting Chief, Fraud Section  
14 Criminal Division  
15 United States Department of  
16 Justice

17 SCOTT PAETTY  
18 Assistant United States Attorney  
19 Deputy Chief, Major Frauds Section

20 JENNIFER BILINKAS  
21 Trial Attorney, Fraud Section  
22 Criminal Division  
23 United States Department of  
24 Justice

**CERTIFICATE OF SERVICE**

I, **T. Montes**, declare:

That I am a citizen of the United States and a resident of or employed in Los Angeles County, California; that my business address is the Office of United States Attorney, 312 North Spring Street, Los Angeles, California 90012; that I am over the age of 18; and that I am not a party to the above-titled action;

That I am employed by the United States Attorney for the Central District of California, who is a member of the Bar of the United States District Court for the Central District of California, at whose direction I served a copy of:

**PLEA AGREEMENT FOR DEFENDANT MATEUS MENDES**

☐ Placed in a closed envelope for collection and inter-office delivery, addressed as follows:

☐ Placed in a sealed envelope for collection and mailing via United States mail, addressed as follows:

☐ By hand delivery, addressed as follows:

☒ By email, as follows:  
Kate Morris - [Kate.Morris@fd.org](mailto:Kate.Morris@fd.org)  
Deputy Federal Public Defender  
Office of the Federal Public Defender  
321 E 2nd Street  
Los Angeles, CA 90012

☐ By messenger, as follows:

☐ By Federal Express, as follows:

This Certificate is executed on August 15, 2022, at Los Angeles, California. I certify under penalty of perjury that the foregoing is true and correct.

/s/

**T. Montes**  
Legal Assistant